

AGREEMENT

**between the Department of Defense of the United States of America
and the Ministry of Defense of the Republic of Uzbekistan
on procedures for transit through the territory of the Republic of Uzbekistan
of motorized wheeled armored vehicles (not fitted with weapons)
in connection with the participation of the United States of America
in efforts to ensure the security, stabilization, and reconstruction of
the Islamic Republic of Afghanistan**

The Department of Defense of the United States of America and the Ministry of Defense of the Republic of Uzbekistan, hereinafter referred to as the "Parties":

In order to strengthen further the cooperation between the United States of America and the Republic of Uzbekistan in maintaining international peace and stability;

Striving to establish constructive and mutually beneficial relations in military and other areas of cooperation, including countering terrorism, extremism, and transnational security threats;

Confirming that such cooperation is based on a complete respect for the state sovereignty of each Party, on non-interference in the internal affairs of the other Party, as well as on other principles and goals of the UN Charter;

Mindful of Resolution 1386 (2001) of the UN Security Council, adopted on December 20, 2001 on the basis of Chapter VII of the UN Charter, as well as all relevant resolutions of the UN Security Council that call upon the neighboring states of the Islamic Republic of Afghanistan and other UN Member States to provide to the International Security Assistance Force (ISAF), including the United States of America, such necessary aid as may be required; and

Desiring to establish necessary measures and procedures with a view to organize the transit through the territory of the Republic of Uzbekistan of motorized wheeled armored vehicles not fitted with weapons, intended for, or originating from, units of the U.S. Armed Forces deployed on the territory of the Islamic Republic of Afghanistan;

Have agreed as follows:

Article 1

For the purposes of this Agreement, the following definitions shall apply:

"Armored Vehicles" – motorized wheeled armored vehicles not fitted with weapons, and their associated parts, in accordance with the list attached to this Agreement that are special cargo in accordance with the legislation of the Republic of Uzbekistan and accepted for transportation by the State Joint Stock Railway Company (SJSRC) "Uzbekiston Temir Yullari";

"Transit" – movement of Armored Vehicles to/from the Islamic Republic of Afghanistan through the territory of the Republic of Uzbekistan by rail, for which the departure and destination points are outside the Republic of Uzbekistan;

"Competent authorities" – authorities of the states of the Parties entrusted, in accordance with the laws of the states of the Parties, with authority to make decisions on the transit of Armored Vehicles in accordance with this Agreement;

"Authorization" – a document granting the right for the transit of Armored Vehicles;

"SMGS" – the Agreement on International Goods Transport by Rail, dated November 1, 1951, with amendments as of July 1, 2011;

"Transportation accident" – an incident that occurs during the process of railway transportation and that results in injury to human life or health or damage to the environment or the property of physical or legal persons.

Article 2

Notwithstanding the prohibition on commercial transport of "self-propelled, armored combat vehicles, with or without weapons, and spare parts for them" set forth in the Annex of the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Uzbekistan on the procedure for ground transit of cargo shipped from the Islamic Republic of Afghanistan through the territory of the Republic of Uzbekistan in connection with the participation of the United States of America in efforts to ensure the security, stabilization, and reconstruction of the Islamic Republic of

Afghanistan with mandatory involvement of the State Joint Stock Railway Company "Uzbekiston Temir Yullari", signed November 17, 2011, and in the Annex to the Exchange of Letters establishing an arrangement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Uzbekistan on the procedures for land transit, through the territory of the Republic of Uzbekistan, of cargo assigned for the Armed Forces of the United States of America deployed on the territory of the Islamic Republic of Afghanistan by way of involvement of the State Joint Stock Railway Company "Uzbekiston Temir Yullari" and the State Joint Stock Company engaged in international automobile transport operations "Urta Osiyo Trans", signed April 3, 2009, the provisions of this Agreement shall permit, in accordance with its terms, the transit of the Armored Vehicles through the territory of the Republic of Uzbekistan that are being brought into or removed from the territory of the Islamic Republic of Afghanistan in connection with the participation of the United States of America in efforts to ensure the security, stabilization, and reconstruction of the Islamic Republic of Afghanistan.

Article 3

The Parties intend to conduct the transit of Armored Vehicles through the territory of the Republic of Uzbekistan within the framework of this Agreement on the basis of commercial agreements (contracts) concluded between expediting organizations (companies) on behalf of the U.S. Party and the SJSRC "Uzbekiston Temir Yullari" from/to the territory of the Republic of Kazakhstan (through the border railway station Karakalpakiya) and to/from the Islamic Republic of Afghanistan (through the border railway station Galaba).

Article 4

1. When conducting transit of Armored Vehicles, the U.S. Party and the expediting organization (company) acting on its instructions pursuant to the contract terms, shall ensure compliance with the requirements of the SMGS, legislation of the Republic of Uzbekistan, as well as other regulatory enactments in effect on the railways of the Republic of Uzbekistan, including the sanitary-epidemiologic standards of the Republic of Uzbekistan.

2. The U.S. Party undertakes to ensure that disinfection, insect and rodent extermination measures, and other types of decontamination measures are carried out in

accordance with the requirements of international medical and sanitary rules in the territory of the Islamic Republic of Afghanistan for Armored Vehicles transiting through the territory of the Republic of Uzbekistan in order to prevent the transborder transport of infectious diseases (zoonotic, parasitic, and vector-borne infections).

Article 5

Armored Vehicles transiting in accordance with this Agreement shall be subject to border and customs control and processing in accordance with the legislation of the Republic of Uzbekistan.

Article 6

1. The transit of Armored Vehicles shall be performed on the basis of a one-time transit authorization issued by the Ministry of Defense of the Republic of Uzbekistan in accordance with the legislation of the Republic of Uzbekistan and in accordance with the procedure provided for in this Agreement. The authorization shall be canceled automatically in case of termination of this Agreement and in other cases stipulated by the legislation of the Republic of Uzbekistan. In such case, shipping operations in progress shall be completed in accordance with the issued authorization.

2. In order to obtain the authorization for transit mentioned in paragraph 1 of this Article, the competent authorities of the U.S. Party shall send the request through diplomatic channels to the Ministry of Defense of the Republic of Uzbekistan in the Russian language, or in the English language with the Russian translation attached. The request shall include the following information:

a) a list of the Armored Vehicles subject to transit along with their specifications, country of origin, quantity in accepted measuring units, the Foreign Economic Activity Commodity Nomenclature code, and the purpose of transit;

b) scheduled transit dates through the territory of the Republic of Uzbekistan and the names of the consignor of goods and the authorized expediting organization (company);

c) route, including the points of departure and destination of the Armored Vehicles, as well as the scheduled check points for them to cross the State Border of the Republic of Uzbekistan for the performance of border and customs procedures;

d) information regarding the Armored Vehicles subject to transit:

dimensions, weight;

if necessary, Armored Vehicle center of gravity coordinates;

surface weight bearing characteristics, presence of moving parts or units, means of fastening during transportation, securing and strapping of Armored Vehicles;

drawings of oversized items of the Armored Vehicles;

if necessary, cargo loading and securing diagram with attached explanatory note and calculations, and information on methods of transshipment of the Armored Vehicles;

e) a document confirming that the expediting organization (company) authorized by the U.S. Party to transport Armored Vehicles is secured by guarantees in the form of an insurance policy, bank guarantee, or other indemnity to compensate for possible damage to human life or health, property, or the environment, while implementing this Agreement;

f) should information contained in the request require clarification, the U.S. Party shall provide immediately additional requested information required for granting authorization for transit;

g) additionally, the request shall contain information on the required types of freight cars and containers, and the securing of the Armored Vehicles being transported on the open and closed rolling stock in case of transshipment activities.

3. Authorization of the Uzbek Party for the transit shall contain:

a) consent of the Uzbek Party to the transit in the amount and in accordance with the Armored Vehicle nomenclature and specification as well as within the period of time specified by the Uzbek Party, and conditions of performing the transit;

b) a statement on whether escort and/or guard of the transported Armored Vehicles is needed;

c) the procedure for regulating other issues related to planning, organization, and performance of transit, in the purview of the competent authorities of the Uzbek Party;

d) the beginning and the end of the authorization's validity;

e) the name of the station of departure and the station of destination;

f) the name of the consignor and the consignee;

g) the points of entry and exit in the territory of the Republic of Uzbekistan;

h) the quantity of Armored Vehicles transported under this authorization.

4. Should there be no obstacles to conducting the transit, the Ministry of Defense of the Republic of Uzbekistan shall issue and forward the authorization for transit to the U.S. Party not later than 30 days from the date the request is received.

Article 7

1. The Uzbek Party shall have the right to deny or suspend action on a request by the U.S. Party for an authorization or to cancel an authorization that has been issued, if the Armored Vehicles being transported are not in line with the objectives of this Agreement, including the data specified in the shipping documents, or constitute a threat to the national security of the Republic of Uzbekistan.

2. The Uzbek Party shall notify the U.S. Party as expeditiously as possible of the denial of an authorization requested by the U.S. Party or suspension of action on issuance, or the cancellation of an authorization that has been issued.

Article 8

1. The rolling-stock for transportation of the Armored Vehicles on the railways of the Republic of Uzbekistan shall be selected in accordance with the legislation of the Republic of Uzbekistan.

2. The placement of Armored Vehicles on the railway rolling-stock, as well as their securing during the transshipment activities, shall be performed in accordance with the

requirements of the rules for loading and securing Armored Vehicles which are in effect on the railway of the Republic of Uzbekistan.

3. Acting on behalf of the U.S. Party, an expediting organization (company) shall, if necessary, develop a diagram for loading and securing the Armored Vehicles, and shall provide means of securing, and shall install such means of securing at its own expense unless otherwise agreed in a specific case.

4. In order to ensure effective activities by the State Joint Stock Railway Company "Uzbekiston Temir Yullari" in transporting Armored Vehicles through the territory of the Republic of Uzbekistan, the expediting organizations (companies) operating on behalf of the U.S. Party may use empty rolling-stock of other owners, and shall agree with the Uzbek Party in advance on the loading date and the number of cars being shipped simultaneously.

Article 9

1. In order to proceed along the railway of the Republic of Uzbekistan, the transit shall be documented by international railroad waybill in accordance with the SMGS.

2. Loading and unloading operations and processing of transportation documents shall be implemented by expediting organizations (companies) authorized by the U.S. Party.

3. In order to prevent congestion of Armored Vehicles in the territory of the Republic of Uzbekistan, the U.S. Party shall provide timely unloading and distribution of the Armored Vehicles in the territory of the Islamic Republic of Afghanistan.

Article 10

Measures for the prevention and management of transportation accidents related to the transit of cargo, and for responding to such accidents, as well as measures for mitigation of their consequences and for the determination of the causes of these accidents, shall be implemented by the competent authorities of the Republic of Uzbekistan within the framework of their competence, with notification to the U.S. Party.

Article 11

Claims for damages that occurred during the process of shipments of Armored Vehicles by the expediting organization (company) that are governed by contracts done

within the framework of this Agreement shall be adjudicated in accordance with the legislation of the Republic of Uzbekistan.

Article 12

1. The cost for railway services for transportation of Armored Vehicles through the territory of the Republic of Uzbekistan shall be 1.5 times the rate of the International Railway Transit Tariff.

2. Settlement of accounts for the transport of Armored Vehicles and for other services shall be carried out by the expediting company acting on instructions of the U.S. Party and the State Joint Stock Railway Company "Uzbekiston Temir Yullari" pursuant to the contract terms and the legislation of the Republic of Uzbekistan.

Article 13

1. In order to ensure confidentiality of transit of Armored Vehicles to/from the Islamic Republic of Afghanistan, the U.S. Party undertakes:

to transport the Armored Vehicles in closed containers or, in the case of oversize Armored Vehicles, in crates that are completely enclosed and that guarantee that their contents cannot be viewed or accessed;

to conduct loading/unloading in the territory of the Islamic Republic of Afghanistan using only units of the Armed Forces of the United States of America, or under the immediate supervision of units of the Armed Forces of the United States of America at military bases or specially equipped ISAF locations that are closed to view and that preclude access by the civilian population;

in the shipping documentation to use only the Foreign Economic Activity Commodity Nomenclature codes for the description of Armored Vehicles.

2. The Uzbek Party shall take the necessary measures on the territory of the Republic of Uzbekistan to ensure safety of Armored Vehicle transit and shall render assistance in carrying out transit in accordance with the legislation of the Republic of Uzbekistan.

Article 14

1. In removing Armored Vehicles from the territory of the Islamic Republic of Afghanistan, loading-unloading operations shall be organized by expediting organizations (companies) authorized by the U.S. Party in the territory of the Islamic Republic of Afghanistan. In doing so, processing of transport documents shall be carried out in the territory of the Republic of Uzbekistan.

2. After the relevant Afghan railway management bodies have been established in the Islamic Republic of Afghanistan, the organization of loading/unloading operations and the processing of transport documents shall occur in the territory of the Islamic Republic of Afghanistan for Armored Vehicles transiting from the Islamic Republic of Afghanistan through the territory of the Republic of Uzbekistan.

Article 15

Except as provided for in Article 2, this Agreement shall not affect the rights and obligations of either Party under other international agreements to which they are parties.

Article 16

Disputes that may arise as a result of application or interpretation of this Agreement shall be resolved through consultations and negotiations between the Parties.

Article 17

Issues that arise in regard to the expediting organization (company)'s shipment of Armored Vehicles under this Agreement shall be regulated in accordance with the legislation of the Republic of Uzbekistan.

Article 18

In case of *force majeure* circumstances, either Party may notify the other Party in writing that it is suspending the Agreement as of 90 days following the date the notice is sent.

Article 19

1. This Agreement shall enter into force on the date of the last written notification through diplomatic channels of the completion by the Parties of the internal governmental procedures required for its entry into force.

2. Modifications and additions to this Agreement may be introduced by written agreement of the Parties, which shall be finalized by separate protocols that enter into force in accordance with the procedure provided for in paragraph 1 of this Article and be an integral part of this Agreement.


3. Modifications to the Annex to this Agreement may be accomplished through an exchange of diplomatic notes and shall be an integral part of this Agreement.

4. This Agreement shall remain in force for one year and automatically be renewed for subsequent one-year periods. Either Party may terminate this Agreement at any time and shall provide to the other Party at least 30 days advance written notice through diplomatic channels of its intent to terminate this Agreement.

DONE in Tashkent this 17th day of November, 2011, in duplicate, in the English and Russian languages, both texts being equally authentic.



**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA**



**FOR THE MINISTRY OF DEFENSE
OF THE REPUBLIC OF UZBEKISTAN**